

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

| | | |
|---|---|---------------------------|
| BENJAMIN BIN CHOW, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | C.A. No. 22-00947-JLH-SRF |
| |) | |
| CANYON BRIDGE CAPITAL PARTNERS, |) | |
| LLC, a Cayman Islands Limited Liability |) | |
| Company, CANYON BRIDGE CAPITAL |) | |
| MANAGEMENT, LLC, a Delaware Limited |) | |
| Liability Company, CANYON BRIDGE |) | |
| FUND I, LP, a Cayman Islands Limited |) | |
| Partnership, HONG JOHN KAO, HEBER |) | |
| RAYMOND BINGHAM, and PETER CHIN |) | |
| KUO, |) | |
| |) | |
| Defendants. |) | |

**UNOPPOSED MOTION TO WITHDRAW AS
COUNSEL OF RECORD FOR PLAINTIFF**

Smith Katzenstein & Jenkins LLP and Wrobel Markham LLP (collectively, “Counsel”), respectfully move this Court for an Order in the form attached hereto granting Counsel leave to withdraw as counsel for Plaintiff Benjamin Bin Chow (“Plaintiff”) pursuant to Rule 1.16(b) of the Delaware Lawyers’ Rules of Professional Conduct. The grounds for this motion are as follows:

1. On or about June 25, 2021, Plaintiff retained Wrobel Markham to provide representation in this litigation. On or about December 19, 2021, Smith, Katzenstein & Jenkins LLP was retained to serve as Delaware counsel for this litigation.

2. Plaintiff has not complied with his obligations as set forth in the engagement letters with Counsel.

3. Counsel has provided reasonable notice to Plaintiff that compliance with the terms set forth in the engagement letters was necessary for Counsel to continue representing Plaintiff in

this case. Counsel has complied with Local Rule 83.7 by sending Plaintiff this motion and the accompanying proposed order, via certified mail, which were delivered to Plaintiff on May 8, 2025. Additionally, counsel for defendants has indicated that it does not oppose the motion.

4. Under Rule 1.16, a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interests of the client. In accordance with Rule 1.16(b)(5), withdrawing is appropriate when the “client fails substantially to fulfill an obligation to the lawyer regarding the lawyer’s services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled.” Additionally, withdrawal is appropriate if “the representation will result in an unreasonable financial burden.”

5. Here, defendants’ motion for judgment on the pleadings is still under consideration by the Court. Further, to date, the only discovery that has occurred is defendants’ recent service of some discovery that was served on May 30, 2025. The discovery period does not end until August 2, 2025. Accordingly, Plaintiff has time to find alternative representation, or he can proceed *pro se* in this matter.

6. Plaintiff has accumulated significant legal fees to date. Accordingly, Wroblem Markham seeks to withdraw. By the terms of its engagement, Smith, Katzenstein & Jenkins was retained to assist lead counsel in connection with this litigation and did not accept this representation with the expectation that it would serve as lead counsel.

7. Furthermore, given the stage of this litigation, Counsel will need to, among other things, conduct fact and written discovery, prepare for and attend depositions, draft and respond to summary judgment motions, and ultimately prepare for and try this case.

8. The additional legal fees that would be incurred by Counsel in connection with this case would likely be hundreds of thousands of dollars. Given that Plaintiff is significantly in

arrears in terms of his existing financial obligations, it would constitute a financial hardship to require Counsel to continue with this representation despite no assurance that Counsel would be paid with respect to its future legal fees. Counsel has explained to Plaintiff that Counsel could not continue with the representation unless Wrobel Markham were paid and Counsel receives sufficient funds to cover continuing legal work in this matter.

9. For the foregoing reasons, Counsel respectfully requests that the Court enter the proposed Order submitted with this motion withdrawing Counsel's appearance on behalf of Plaintiff in this action.

Dated: June 4, 2025

SMITH, KATZENSTEIN & JENKINS LLP

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